



**PURCHASING DEPARTMENT  
REQUEST FOR INVITATION TO BID NO. 05ITB45093A**

**ROOF INSPECTION PROGRAM  
For  
GENERAL SERVICES DEPARTMENT**

**BID DUE TIME AND DATE: 11:00 A.M. THURSDAY JULY 21, 2005**  
**PURCHASING CONTACT: ALONZO ARNOLD 404 730-4215**  
**E-MAIL: [Alonzo.arnold@co.fulton.ga.us](mailto:Alonzo.arnold@co.fulton.ga.us)**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

## **REQUESFOR BID ROOF INSPT ECTION**

1. Fulton County General Services Department is seeking bids from qualified and experienced vendors for “inspection of roofing system in the facilities identified, and reporting on the defects observed on them” for calendar year 2005 for a period of 1 year from date of award.
2. Sealed bids will be received in the Office of the Purchasing Agent, Fulton County Public Safety Building, Suite 1167, 130 Peachtree Street, S.W., Atlanta, Ga. 30303, until 11:00 a.m. on Thursday July 21, 2005.
3. **ADDITIONAL INFORMATION**
  - 3.1 In the event that additional information is required, please contact the following departments:
    - 3.1.1 For information regarding the Invitation to Bid (ITB), please contact Alonzo Arnold in the Fulton Purchasing Department at (404) 730-4215.
    - 3.1.2 The County will recognize only written and signed communications from firms. The County shall not be responsible for oral interpretations given by any County employee, representative, or others.
    - 3.1.3 The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.
    - 3.1.4 If any addenda are issued to this Invitation to Bid (ITB), the County will attempt to notify all Respondents who received the original ITB.
    - 3.1.5 It shall be the responsibility of each Respondent, prior to submitting a bid, to contact Fulton County Purchasing Department at (404) 730-5800, to determine if addenda were issued and to make such addenda part of the bid.

**Submit (1) one original and (2) copies**

### **FACILITIES**

The facilities shown in the attachment (Attachment A) are included for inspection in 2005. The roof areas where indicated are estimated quantities and may not be accurate. Fulton County will not accommodate any claim based on the roof area indicated on the Attachment A, as a basis for quote or for invoicing.

## **GENERAL REQUIREMENTS**

### **4. Objectives**

- 4.1 Roof inspection shall provide for objective assessment of the condition of individual roof sections and specific roofing elements and predict their deterioration rate.
  - 4.1.1 Inspection shall provide data for a systematic and documentable basis for determining present and future maintenance, repair, and roof replacement needs and priorities.
  - 4.1.2 Perform roof surveys which detail and identify roof system, pertinent related construction, and document their existing conditions. Data shall be organized by roof section and by building and shall include classifications for appropriate preventive corrective actions.
  - 4.1.3 Enter the data, including the drawings and photographs, into Fulton County's existing database, manually or electronically.

### **5. Data Collection**

- 5.1 Data shall be collected in form conforming to existing industrial standards. The forms may collect all data required for inputting into the database which is in M.S. Access format.
- 5.2 All drawings shall be computer generated using AutoCAD. Drawings in the current database are in AutoCAD Version 14. The County will provide copies of pertinent building plans, if available, to Contractor.
  - 5.2.1 The notations on the drawings shall be same as the notations currently being used by Fulton County. The vendor may collect all information required for recording data on the drawings, before commencement of work. Acceptable notations for use on drawings are shown in Attachment B.

### **6. Contractor Qualifications**

- 6.1 The firm must have a minimum of five (5) years experience providing roof inspection service of comparable scope, magnitude and complexity.
- 6.2 The firm must employ Registered Roof Consultants (RRC) and Registered Roof Observers (RRO) as certified by Roof Consultant Institute.

- 6.3 The inspection shall be supervised by a licensed and Registered Roof Consultant possessing a minimum of five (5) years experience in managing roof management programs of comparable scope, magnitude and complexity.
- 6.4 Inspector shall have a minimum of eight (8) years experience in the roofing industry with at least two (2) years experience as a roof inspector.
- 6.5 The bid shall clearly indicate the names, qualifications and contact details of the persons responsible for the project management, roof inspection and quality assurance.

## 7. Quality Control and Training

- 7.1 Contractor must have a quality control program in place, which assures the quality of inspection data through random re-inspection and review of database information.
- 7.2 Inspectors shall be participants in continuing education courses in roofing-related studies.

## 8. Scope of Work

- 8.1 Perform a complete inspection of all roof sections of the facilities listed on Attachment A. A roof section is defined as an area of roof, which is separated from an adjacent roof area by a wall, a change in elevation, or an expansion joint.
- 8.2 Measure and record the size of each roof section; provide two (2) dimensional plan and pertinent details and sections in digital format capable of being appended /attached to existing database.
- 8.3 Incorporate historical roof information from General Services Department records, if available.
- 8.4 Provide digital photographs of buildings as required in the database.
- 8.5 Successful vendor shall verify the format required for updating the database as required in 8.2 and 8.4.

## 9. Inspections and Reporting

- 9.1 Perform complete roofing survey. Assess individual components of roof system and assign rated values for each component/percentage of component.

- 9.2 Using infrared thermal imaging check for entrapped water within built-up membrane. The contractor shall have certification of level III by ASNT for this purpose. Include complete information of such entrapments in the report. Indicate such entrapments in the roof plans.
  - 9.2.1 The report shall clearly indicate the findings of infrared imaging, even if there are no entrapments.
- 9.3 Document inspection findings on roof plans. Inspection data and roof plans shall document as a minimum the information required below. Sample inspection data and roof plan shall be part of the submittal.
  - 9.3.1 Review corresponding roofing file.
  - 9.3.2 Interview tenants, manufacturers, contractors, and maintenance personnel, as necessary, to ascertain information on current condition.
  - 9.3.3 Observe exterior of building and document conditions including, but not limited to:
    - 9.3.3.1 Cracked, broken, or out-of-plumb walls or other evidence of settlement or movement of foundation and/or walls.
    - 9.3.3.2 Level eaves, curbs, rooflines, and parapets.
    - 9.3.3.3 Condition of overhangs, cornices, fascia, edgings, copings, capstones, scupper heads, gutters, and down spouts.
    - 9.3.3.4 Check for water damage to exterior of building and identify cause.
    - 9.3.3.5 Verify all gutters and down spouts are adequately sized, properly positioned, open and functional.
    - 9.3.3.6 Verify drainage from roof runoff is away from foundation, where applicable.
  - 9.3.4 Examine interior of building for problems indicating existing or potential roof problems.
    - 9.3.4.1 List observed cracks, settlement, or out-of-plumb walls, ceilings, or columns.
    - 9.3.4.2 Note evidence of moisture and leaks, past or present, including spalling mortar, water marks, rust, damage to plaster, paint, and other finishes.

- 9.3.4.3 Verify deck type and condition, where observable.
- 9.3.5 Inspect roof and document findings.
  - 9.3.5.1 Verify accuracy of existing roof plans and details, including dimensions; make corrections where needed; develop plans and details where none exist. Document:
    - 9.3.5.1.1 The square footage of each roof section.
    - 9.3.5.1.2 Roof drain size, material, manufacturer, and location.
    - 9.3.5.1.3 Scupper size, material, and location.
    - 9.3.5.1.4 Gutter and downspout size, materials, and location.
    - 9.3.5.1.5 Pattern and amount of slope.
    - 9.3.5.1.6 Show height of each roof level.
  - 9.3.5.2 Document size, type, condition, and location of all surface mounted equipment, penetrations, projections including, but not limited to:
    - 9.3.5.2.1 Soil stacks and flashing.
    - 9.3.5.2.2 Skylights, sky domes, and flashing.
    - 9.3.5.2.3 Hatch covers and flashing.
    - 9.3.5.2.4 Chimneys and flashing.
    - 9.3.5.2.5 HVAC equipment and flashing.
    - 9.3.5.2.6 Water cooling towers and flashing.
    - 9.3.5.2.7 Vents/exhausts and flashings.
    - 9.3.5.2.8 Antennae and guy wires and flashing.
    - 9.3.5.2.9 Conduit and pipe and flashing.

- 9.3.5.2.10 Drains and flashing.
  - 9.3.5.2.11 Other pertinent projections of equipment.
- 9.3.5.3 Record location and type of access to each roof area.
- 9.3.5.4 Identify type, make-up, and condition of roof system components from historical data and visual inspection, where possible. See paragraph 9.3.5.5 for related requirements.
  - 9.3.5.4.1 Existing roof type and material.
  - 9.3.5.4.2 Type and Number of roof plies.
  - 9.3.5.4.3 Type and extent of roof membrane defects.
  - 9.3.5.4.4 Slope of roof.
  - 9.3.5.4.5 Deck type.
  - 9.3.5.4.6 Deck thickness, where accessible
  - 9.3.5.4.7 Deck condition, where accessible.
  - 9.3.5.4.8 Vapor retarder type.
  - 9.3.5.4.9 Base sheet type and attachment.
  - 9.3.5.4.10 Insulation type and thickness.
  - 9.3.5.4.11 Insulation attachment method.
  - 9.3.5.4.12 Make-up and number of additional roof systems, if any. Roof core shall be extracted unless prevented by construction or existing warranty.
  - 9.3.5.4.13 When core samples are taken for determination of condition or saturation, the details of findings shall be reported in the 'roof evaluation report'. The test reports shall be attached to the reports in all cases of core sampling.

9.3.5.5 Presence of asbestos and core samples: If historical information proves to be inaccurate by visual inspection and if roof section is not under warranty, perform roof core cuts on each non-metal roof section to ascertain makeup of roof system and to analyze condition of system components. On roof sections where core cuts are taken, perform sample testing for asbestos. All core cuts and sampling for asbestos shall be made by a Georgia Certified Asbestos Inspector.

9.3.5.5.1 Document on plan, the location and date of each core cut and sampling for asbestos with test results.

9.3.5.5.2 Take minimum of three (3) samples of each suspect homogeneous material for asbestos testing from each roof level. Samples shall be taken from flashings, pitch pans, if present, and from core cut materials.

9.3.5.5.3 Repair core cut and sampling areas with materials and methods acceptable to roof membrane manufacturer (for warranty) or industry standard for a watertight seal.

9.3.5.5.4 Testing shall be performed by a testing laboratory accredited by the National Institute of Standards and Technology's Voluntary Laboratory Accreditation Program. (NISTVLAP).

9.3.5.6 Note general condition/appearance of roof and roof-mounted equipment.

9.3.5.6.1 Indicate presence of foreign and roofing repair debris, vegetation, and clogged drains.

9.3.5.6.2 Record use/misuse of roof by tenants or neighbors.

9.3.5.6.3 Record missing, loose, or damaged equipment access panels, rain hoods, roof flashing components, etc.

9.3.5.6.4 Document scouring or uneven distribution of



gravel.

- 9.3.5.6.5 Report discharge to roof of lubricants, fluids, condensation, or other contaminants from equipment.
- 9.3.5.6.6 Ponded water or evidence of standing water.
- 9.3.5.6.7 Water removal system.
- 9.3.5.7 View perimeter and document:
  - 9.3.5.7.1 Flashing construction and details.
  - 9.3.5.7.2 Curb or parapet covering type, condition, method of attachment.
  - 9.3.5.7.3 Condition of sealant or mortar at membrane, capstone, or metal joints.
  - 9.3.5.7.4 Condition, construction and type of parapet or upper story walls.
  - 9.3.5.7.5 Type, condition, and method of attachment of metal members.
  - 9.3.5.7.6 Type, condition, and use of fasteners.
- 9.3.5.8 Inspect and report condition of perimeter details including:
  - 9.3.5.8.1 Perimeter edge.
  - 9.3.5.8.2 Edge flashing detail.
  - 9.3.5.8.3 Edge detail mounting method.
  - 9.3.5.8.4 Parapet walls.
  - 9.3.5.8.5 Parapet wall coatings.
  - 9.3.5.8.6 Copings.
  - 9.3.5.8.7 Coping joints.

9.3.5.8.8 Wall flashing.

9.3.5.8.9 Wall flashing mounting method.

9.3.5.8.10 Reglets.

9.3.5.9 Document construction and condition of expansion joints and control joints.

## 10. Reports

10.1 Prepare and submit a comprehensive report of inspection findings for each building & roof section including, but not limited to:

10.1.1 Table of contents.

10.1.2 Executive summary showing:

10.1.2.1 Total number of roofs examined.

10.1.2.2 Total square footage.

10.1.3 Detailed inspection report (Data) for each of the buildings inspected including a copy of roof drawings.

10.1.4 AutoCad plans of each roof section, along with a comprehensive plan of entire roof area. The drawings may be recorded in readable Compact Discs.

10.1.5 Digital Photographs of each roof section with photograph of the front elevation of the building.

10.1.6 Provide site-specific asbestos report indicating the location of samples Additionally, provide linear feet measurement and specific location of flashing.

## 11. Terms and Conditions

11.1 Award

One award will be made to the lowest, most responsive and responsible bid, which also meets the certification requirements. The prices offered shall be valid for a (12) twelve-month period.

## 11.2 Evaluation

Fulton County will consider the following information in the bid for determining the lowest and most responsive bid:

11.2.1 Price quoted per Sq. Ft for roof inspection.

11.2.2 Price quoted for core testing.

11.2.3 Price quoted for infrared testing.

**Note: Since roof inspection is carried out on all roofs line item 11.2.1 will be evaluated with a weight of '8' against a weight of '1' each for line items 11.2.2 and 11.2.3.**

Fulton County will consider the following information in the bid to determine the most responsible bidder:

11.2.4 Bidder has designated a Project Management team for this work.

11.2.5 The team consists of at least one (1) Registered Roof Observers (RRO).

11.2.6 The team is supervised by a Registered Roof Consultant (RRC).

## 11.3 Termination

If through any cause, Contractor shall fail to fulfill its obligations under this Contract in a timely and proper fashion, or in the event any of the provisions or stipulations, including unreasonable delays, of this Contract are violated by the Contractor, the County shall notify the Contractor, in writing, of the conditions violating and endangering the performance of the Contract. If the Contractor fails to remedy such conditions within thirty (30) days of such notice to the satisfaction of the County, the County shall exercise its option to immediately suspend or terminate this Contract by serving written notice to the Contractor. If this Contract is terminated pursuant to this paragraph, Contractor shall immediately stop work and vacate the premises and will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

## 12. Submittal Requirements

Please submit the following information along with your bid:

12.1 Experience: Provide names of three (3) customers with similar scope of work where you provided a similar service in the last eighteen (18) months.

Include the total number of buildings, the age of each building, the roof area of each building, and a point of contact at each firm.

- 12.2 Reports and Roof Plan: Provide a sample report and roof plan satisfying all the requirements of paragraph 8.2 under the scope of work.
- 12.3 Quality Control: Describe your company's quality control plan.
- 12.4 Organization: Demonstrate the bidder has organizational capability, personnel and material resources to carry out the work. Provide a listing of all personnel with certifications required for the type of work in the contract and assigned to this contract. Include resume of each person to include all training courses completed.
- 12.5 Software: Specifically state how the data will be added to existing database. Identify requirement of any software required for addition of data to the existing information in the database. Fulton County currently uses ***Pinnacle2000*** software based on MS Access 2000. Any software suggested shall be GUI based and shall not require the user to do any programming.

Note: Entering the inspection data into existing *Pinnacle2000* database or any other database will be the responsibility of the vendor, even if the data entry uses special software or requires programming. The data entry may be done at the County premises or at the vendor's premises. Fulton County will make available one (1) copy of existing database for data entry.

- 12.6 If the contractor proposes a database/software different from the one being used by Fulton County, *Pinnacle 2000*, price for such software may be quoted against item 19.5 below. The quote shall include:
  - 12.6.1 Cost of software to be owned by Fulton County.
  - 12.6.2 Cost of installation on the General Services network with at least five (5) client accounts.
  - 12.6.3 Guaranteed support for one (1) year.
  - 12.6.4 One initial demonstration cum training to be followed by refresher training at the end of one (1) year.
  - 12.6.5 Cost of extracting all existing information from *Pinnacle2000* and entering it in the suggested database.

### 13. Working Hours and Rules

- 13.1 Work shall be carried out strictly during the normal working hours of the facility. However, if the operation of the facility requires scheduling of work after the normal working hours the vendor shall be prepared to do so. The vendor shall schedule all the work in consultation with the person responsible for the facility only.
- 13.2 All vendor personnel working in County facilities must wear uniforms with their company logo clearly visible. If personnel report for work in a vehicle, the vehicle must have the vendor's name or company name painted on the back or either side of the vehicle. At least one (1) crewmember should be able to communicate fluently in English.
- 13.3 The vendor shall not assign, in whole or in part, its interests in, rights to or obligations under this contract to a third party without prior approval and written consent of Fulton County.

### 14. Invoices

All invoices pertaining to this work may be forwarded to:

General Services Department  
141 Pryor Street, Suite G119, Atlanta, Ga. 30303

Invoices shall contain, at a minimum, the following information:

- 14.1 Name and Asset Number of the facility
- 14.2 Fulton County Purchase Order number
- 14.3 Fulton County Service Order number
- 14.4 Details of charges made under various line items in the price schedule

**Note: Invoices shall not contain charges for work done on more than one (1) facility. A separate invoice will be required for each facility inspected.**

### 15. Interpretation of Specification

The interpretation of the requirements and procedure for the repair work will comply with the best industrial and commercial practices. If there is any dispute arising out of the specifications, the views of General Services Department technical staff will

be final and acceptable.

16. Insurance and Risk Management Provisions

See attachment

17. The Use of Subcontractors

The successful bidder shall require each subcontractor, to the extent of the work performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the subcontractor so the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

The Contract shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract.

Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.

In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the Contractor's Work and shall be performed by contractor working directly for the County.

**Note: The prime contractor must perform no less than fifty-one (51%) percent of the scope of the work of the prime contract. Construction contracts shall be exempt from the requirements of this section.**

18. Exceptions

Vendor may state exceptions, if any, below. Use additional sheets if required.

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----- End of Specification -----  
Please see next page for Price schedule

## **PRICE SCHEDULE**

### **20. Price Schedule**

- 19.1 Cost per square foot of roof inspected for roofs listed in Attachment A. The cost shall cover all labor, material and equipment used for the inspection, but exclude cost for infrared thermal imaging.

\$\_\_\_\_\_per square foot

- 19.2 Cost for roof core sample, test, and analysis.

\$\_\_\_\_\_per core

\$\_\_\_\_\_per core with asbestos

- 19.3 Cost per square foot for infrared thermal imaging.

\$\_\_\_\_\_per square foot

- 19.4 Include cost of alternate software, if any. The quote shall consider all cost factors explained in Paragraph 12.6.

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## List of Facilities for Roof Inspection

### Attachment 'A'

NO	ASSET .	FACILITY NAME	Area Sq Ft	STREET	CITY	ZIP
1	B200023	Burdett Park Tennis Ctr. Lounge	1280	5975 Old Carriage Drive SE	College Park	30349
2	B203013	Cliftondale Community Ctr. Elementary School	42225	4399 Butner Road	College Park	30349
3	B203033	Cliftondale Park Concession/Restroom	224	4645 Butner Road	College Park	30349
4	B205023	South Fulton Tennis Ctr. Maintenance Bldg	360	5645 Mason Road SW	College Park	30349
5	B229013	Tom Lowe Shooting Grounds 10 Meter B	29526	3025 Merk Road SW	Atlanta	30349
6	B233023	South Parks Maintenance Complex Storage 1	2958	5565 Stonewall Tell Road	College Park	30349
7	B233033	South Parks Maintenance Complex Storage 2	3420	5565 Stonewall Tell Road	College Park	30349
8	B233043	Parks and Recreation South Maintenance Storage	3584	5565 Stonewall Tell Road	College Park	30349
9	B239042	Creel Park Community Center	0	2775 Creel Road	College Park	30349
10	B241013	Cliftondale Recreation Center	18072	4645 Butner Road	College Park	30349
11	B301013	South Fulton Mental Health Center	12000	1636 Connally Drive	East Point	30344
12	B302013	West Mental Health Ctr.	12700	475 Fairburn Road SW	Atlanta	30311
13	B308033	South Training Ctr.	13692	2605 Fairburn Road SW	Atlanta	30331
14	B311013	South Central Mental Health Ctr.		215 Lakewood Way	Atlanta	30315
15	B334011	Sandy Springs Health Ctr.	2700	330 Johnson Ferry Rd NE	Atlanta	30328
16	B335013	South Fulton Health Ctr.	5766	1225 Capitol Avenue SE	Atlanta	30315
17	B339013	Rockdale Mental Health Center	0	1175 Johnson Ferry Road NW	Atlanta	30328
18	B342013	Central Training Center	13500	425 Langhorn Street SW	Atlanta	30310
19	B360032	Sandy Springs Neighborhood Senior Center	7000	6500 Vernon Woods Drive	Sandy Springs	30328
20	B370013	Harriett G. Darnell Sr. Multipurpose Facility	33000	677 Fairburn Rd., NW	Atlanta	30331
21	B371013	Hapeville Senior Center	8522	515 King Arnold Street	Hapeville	30354
22	B373013	Southeast Neighborhood Senior Ctr.	7659	1650 New Town Cir	Atlanta	30315
23	B374012	Helene S. Mills Senior Multipurpose Facility	0	515 John Wesley Dobbs Ave.	Atlanta	30312
24	B613012	Government Center - Assembly Building	83064	141 Pryor Street SW	Atlanta	30303
25	B613022	Government Center - Midrise Building	137019	141 Pryor Street SW	Atlanta	30303
26	B613042	Government Center - Public Safety Building	75100	130 Peachtree Street SW	Atlanta	30303

27	B720012	Auburn Neighborhood Sr. Ctr.	5451	300 Edgewood Ave., NE	Atlanta	30303
28	B800243	Camp Truitt Neighborhood Sr. Ctr.	5000	4320 Hershell Road	College Park	30337
29	B800263	Camp Truitt Education Ctr.	6000	4320 Hershell Road	College Park	30337
30	B803013	Elections Warehouse Building (Storage)	10540	736 Cleveland Avenue SW	East Point	30315
31	B804013	Elections Office Building	2464	736 Cleveland Avenue SW	East Point	30315
NO	ASSET .	FACILITY NAME	Area Sq Ft	STREET	CITY	ZIP
32	B810013	Roswell Neighborhood Senior Ctr.	11102	1250 Warsaw Road	Roswell	30076
33	B880012	QLS Center for Senior Citizens	30085	4001 Danforth Road SW	Atlanta	30331
34	B891012	New Horizons Neighborhood Senior Center	7000	745 Orr Street NW	Atlanta	30314
35	B852012	Office of The Public Defender	29484	137 Peachtree St SW	Atlanta	30303
36	B841113	Communication Tower, Palmetto - old	40	505 Carlton Road	Palmetto	30268
37	B841213	Communication Tower, Burdett	40	5901 Deerfield Trail	College Park	30349
38	B846011	Communication Tower, Morgan Falls	560	460 Morgan Falls Road	Atlanta	30350
39	B504012	Fulton County Jail Marietta Blvd. Annex	15400	781 Marietta Blvd NW	Atlanta	30318
40	B504032	Jefferson Place Homeless Complex	119769	1135 Jefferson Street NW	Atlanta	30318
41	B504062	Fulton County Jail Complex	554000	901 Rice Street	Atlanta	30318
42	B504092	Jefferson Place Storage Bldg	198	1135 Jefferson Street NW	Atlanta	30318
43	B504102	Jefferson Place Craft Bldg	1015	1135 Jefferson Street NW	Atlanta	30318
44	B504112	Sheriff Department Warehouse	22505	673 Rice Street	Atlanta	30318
45	B102011	Fire Station #2, Johnson Ferry	14280	135 Johnson Ferry Rd., NE	Atlanta	30328
46	B114011	Fire Station #14, Crabapple	7832	12670 Arnold Mill Rd.	Roswell	30075
47	B101013	Fire Station #1, Red Oak	6912	5165 Welcome All Rd.	College Park	30349
48	B107013	Fire Station #7, Midway	5600	5965 Buffington Rd.	College Park	30349
49	B448013	South Fulton Regional Library	15300	4055 Flat Shoals Rd., SW	Union City	30291
50	B421011	Sandy Springs Library	25000	395 Mt. Vernon Hwy. NE	Atlanta	30328
51	B435011	Alpharetta Library	10388	238 Canton St.	Alpharetta	30004
52	B205013	South Fulton Tennis Center, Clubhouse	4096	5645 Mason Rd., SW	College Park	30349
53	B219013	Tom Lowe Shooting Grounds Clubhouse/Office	3844	3070 Merk Rd., SW	Atlanta	30349
54	B805012	Animal Control Center	17478	860 Marietta Blvd., NW	Atlanta	30318
55	B615013	General Services Grounds Division	13287	125 Willis Mill Rd., SW	Atlanta	30311
56	B217073	Welcome All Park Restroom Building	448	4225 Will Lee Road	College Park	30349

57	B220022	Old National Park Pavilion/Restroom	1200	2400 Pleasant Hill Road	College Park	30349
NO	ASSET .	FACILITY NAME	Area Sq Ft	STREET	CITY	ZIP
58	B241023	Cliftondale Community Ctr. Storage	400	4645 Butner Road	College Park	30349
59	B243013	Red Oaks Recreation Center	7500	4401 Campbell Drive	College Park	30349
60	B245013	Mason Road Park Restroom/Concession	0	5665 Mason Road	College Park	30349
61	B249012	Creel Park Restroom W/Picnic Shelter	2300	2775 Creel Road	College Park	30349
62	B260023	Sandy Springs Historical Site	0	6110-6118 Bluestone Road	Atlanta	30328
63	B320011	Communication Tower Roswell School	150	11595 King Road	Roswell	30075
64	B501012	Fulton County. Jail Barrack & Office Building	22605	1101 Jefferson Street	Atlanta	30318
65	B501082	Fulton County Jail Hope Center	9023	1101 Jefferson Street	Atlanta	30318
66	B501102	Fulton County Jail Laundry Building	550	1101 Jefferson Street	Atlanta	30318
67	B501672	Central Maintenance Facility Sign Shop	700	895 Marietta Blvd	Atlanta	30318
68	B502013	Stonewall Camp Metal Storage	3232	5601 Stonewall Tell Road	College Park	30349
69	B502023	Stonewall Camp Operation Center Office	2280	5601 Stonewall Tell Road	College Park	30349
70	B502043	Stonewall Camp Laundry Building	300	5601 Stonewall Tell Road	College Park	30349
71	B502053	Stonewall Camp Oil House	120	5601 Stonewall Tell Road	College Park	30349
72	B502063	Stonewall Gas Pumps	36	5601 Stonewall Tell Road	College Park	30349
73	B502073	General Services SM&T South Satellite	3200	5601 Stonewall Tell Road	College Park	30349
74	B622022	F.C. Transportation Customer Svc	2800	1090 Jefferson Street	Atlanta	30318
75	B700031	Sandy Springs Recycle Ctr.		470 Morgan Falls Road NE	Atlanta	30350
76	B700031	Sandy Springs Recycle Center (Schmaltz)		470 Morgan Falls Road NE	Sandy Springs	30350
77	B814023	General Services South Zone Maint Office	2688	5590 Stonewall Tell Road	College Park	30349
78	B814043	General Services South Zone Maint Storage		5590 Stonewall Tell Road	College Park	30349
79	B814044	General Services South Zone Mechanical	600	5590 Stonewall Tell Road	College Park	30349
80	B814054	General Services South Zone Structure. & El		5590 Stonewall Tell Road	College Park	30349
81	B814064	General Services South Zone Crestview		736 Cleveland Avenue SW	Atlanta	30315
82	B817013	Physical Health Storage Old Purchasing	1591	915 Estes Drive SW	Atlanta	30331
83	B818012	Public Works Warehouse	4920	780 Marietta Blvd NW	Atlanta	30336
84	B818022	Public Works Warehouse	5000	785 Marietta Blvd	Atlanta	30318
85	B831023	Merk Road Landfill Admin Bldg (block)	225	3150 Merk Road SW	Atlanta	30349
86	B831033	Merk/Miles Operations Center	0	3225 Merk Road SW	Atlanta	30349

87	B867012	Marsh Creek Construction Maint Field C		6500 Old Riverside Drive	Sandy Springs	30328
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**STATE OF GEORGIA**

**COUNTY OF FULTON**

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**



CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, bidder acknowledges that he/she has read this bid document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the bid herein and to legally obligate the bidder thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

(CORPORATE SEAL)

## **FULTON COUNTY PURCHASING DEPARTMENT**

### **BID GENERAL REQUIREMENTS**

#### **05ITB45093A ROOF INSPECTION PROGRAM**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet,

including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for

which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:  
Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the

time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the

Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

## **CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### *INSTRUCTIONS FOR CERTIFICATION*

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.



## **DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

## NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (\_\_\_\_\_),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_ Bidder/Proposer \_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE:** \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**



SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); \*\*If yes, please attach copy of recent certification.**

--

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** (      ) \_\_\_\_\_

**Fax Number:** (      ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## EXHIBIT D

### LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person

**described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.**



## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_

(Signature)

(Printed Name)

Notary: \_\_\_\_\_

Date: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements:

The EBO Plan **must** identify and include:

3. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
4. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

*Example of Contract*

**CONTRACT BETWEEN FULTON COUNTY  
AND (VENDOR)**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and contractor company (hereinafter referred to as "Contractor").

**W I T N E S S E T H:**

**WHEREAS**, the County, through its General Services Department, has identified the need for **roof inspection services** for Fulton County facilities;

**WHEREAS**, the County, by and through its General Services Department, has determined that this need can best be met by retaining the services of a **Roof Inspection Services** contractor;

**WHEREAS**, the County requested a formal bid for **Roof Inspection Services** for Fulton County facilities;

**WHEREAS**, the County and Contractor desire to enter into a Contract for provision of such services, the scope of services which is more specifically defined in Article III of the Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

## **ARTICLE 1 - ASSIGNMENT OF CONTRACT**

**Paragraph 1.0** Contractor shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any parties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

## **ARTICLE II - TERM**

**Paragraph 2.0** The time of performance shall begin date of award and continue for (12) consecutive months.

## **ARTICLE III - SCOPE OF WORK**

**Paragraph 3.0** The County retains Contractor and Contractor accepts retention by the County to render **Roof Inspection Services** in County facilities as specified by Fulton County Invitation to Bid (ITB) #\_\_\_\_\_ Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB #\_\_\_\_\_ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached

and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **roof inspection services** for various facilities in Fulton County as specified in Attachment A.

**Paragraph 3.1** Contractor shall commence providing **roof inspection services** as stated in the Invitation to Bid (ITB #\_\_\_\_\_) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Invitation to Bid and the Contractor's own bid, the description in the Invitation to Bid takes precedence. In the event that specifications in either the Invitation to Bid or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

**Paragraph 3.2** Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance pursuant to Change Order Policy and Procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

**Paragraph 3.3** The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

#### **ARTICLE IV - AUDIT**

**Paragraph 4.0** The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

**Paragraph 4.1** The County's authorized representative shall have the right to supervise the **roof inspection services** performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the Roofing Program Manager or designated representative will be the County's authorized representative.

**Paragraph 4.2** Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

#### **ARTICLE V - COMPENSATION FOR SCOPE OF WORK**

**Paragraph 5.0** The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$\_\_\_\_\_ from date of award and continuing for twelve (12) consecutive months.

**Paragraph 5.1** Any additional services requested by the County within the scope of work of this Contract shall be performed by the Contractor and a detailed invoice submitted which references the written contract, which must be approved by the County pursuant to Change Order Policy 800-6 before the work is started.

**Paragraph 5.2** Contractor shall submit monthly invoices for work performed during the previous calendar month to the following zones: Central Zonal Maintenance, Fulton Co. Justice Center, 160 Pryor St., Suite B-4, Atlanta, Ga. 30303; North Zonal Maintenance, 3929 Aviation Circle, Bldg. B., Atlanta, Ga. 30336 and South Zonal Maintenance, 5590 Stonewall Tell Road, College Park, Ga. 30349. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice attempting to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

**Paragraph 5.3** Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree Fulton County shall not be liable for any interest or penalty arising from late payments.

## **ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

**Paragraph 6.0 CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work.

**CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of the County's employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

## **ARTICLE VII - TERMINATION**

**Paragraph 7.0** If through any cause, other than the actions or failure to act of the County, Contractor shall fail to perform the **Roof Inspection Services** as specified in this Contract, in a satisfactory, timely and proper manner after one (1) receipt of notice of such



failure and (2) a ten (10) day cure period after receipt of notice of such failure, or in the event any of the provisions or stipulations of this Contract are violated by Contractor and continue to be violated ten (10) days following receipt of written notice of such violation, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

**Paragraph 7.1** In the event that the County determines it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving ten (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

**Paragraph 7.2** In the event the Contractor determines it is no longer in its best interest to provide this service, the Contractor may terminate this Contract by giving 120 days written notice to the County. The notice should state the reason for such action. If the Contract is terminated pursuant to this provision, Contractor will only be compensated for the work satisfactorily performed up to and including the date of the written termination notice.

**Paragraph 7.3** Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

## **ARTICLE VIII - SUSPENSION OF WORK**

**Paragraph 8.0** COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

## **ARTICLE IX - INDEPENDENT CONTRACTOR**

**Paragraph 9.0** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

## **ARTICLE X - PROVIDE COUNTY INSURANCE REQUIREMENTS**

**Paragraph 10.0** All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

**Paragraph 10.1** Contractor acknowledges insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

**Paragraph 10.2** It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain the policies continue to be current and valid during the entire term of the Contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

#### **ARTICLE XI - VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 11.0** This Contract and the incorporated documents constitutes the entire Contract between the County and Contractor and there are no further written or oral Contracts with respect thereto. No variation or modification of this Contract and no waiver of this provision shall be valid unless in writing, comply with Change Order Policy 800-6 and approved by the Board of Commissioners.

#### **ARTICLE XII - NON-DISCRIMINATION**

**Paragraph 12.0** Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

#### **ARTICLE XIII - SEVERABILITY OF TERMS**

**Paragraph 13.0** If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XIV - CAPTIONS**

**Paragraph 14.0** The captions are inserted herein only as a matter of convenience and for reference and in no way defines, limits or describe the scope of this Contract or the intent of the provision thereof.

#### **ARTICLE XV - NOTICES**

**Paragraph 15.0** Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Assistant Director  
Building Construction  
141 Pryor Street, Suite G-119  
Atlanta, GA 30303

With copies to the Director of Fulton County General Services Department and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

(Contractor Name and Address)

#### **ARTICLE XVI - WAIVER OF BREACH**

**Paragraph 16.0** The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### **ARTICLE XVII - COOPERATION WITH OTHER CONTRACTORS**

**Paragraph 17.0** **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act interfering with the performance of work by any other contractors or by **COUNTY** employees.

#### **ARTICLE XVIII – FORCE MAJEURE**

**Paragraph 18.0** Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

#### **ARTICLE XIX - PERSONNEL AND EQUIPMENT**

**Paragraph 19.0** **CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with

**COUNTY.** All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**ARTICLE XX - GOVERNING LAW**

**Paragraph 20.0** This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

**In witness whereof**, the parties have executed this *contract*.

**For The Contractor**

\_\_\_\_\_

SEAL:

APPROVED AS TO FORM:

**ATTEST:**

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Willie A. Hopkins, Jr.  
Director  
General Services Department

BY: \_\_\_\_\_  
Karen Handel  
Chair  
Board of Commissioners

**Insurance and Risk Management Provisions**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT	EACH ACCIDENT	\$500,000
INSURANCE	BY DISEASE	POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	\$1,000,000
<b>5. UMBRELLA LIABILITY</b>		
(In excess of above noted coverage's)	Each Occurrence	\$2,000,000
<b>6. PROFESSIONAL LIABILITY</b>	Each Occurrence	\$1,000,000
(Required if respondent providing quotation for professional services)		
<b>7. FIDELITY BOND</b>		
(Employee Dishonesty)	Each Occurrence	\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or**



**agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**